







411

WORKING RULES *and* REGULATIONS

Governing Conditions
of Employment
for Members
of



International Union of
United Brewery, Flour, Cereal and
and Soft Drink Workers
of America

In Breweries of Northern California

Adopted April 12, 1939

2617-
In accordance with resolution attached hereto as adopted by the respective Local Unions and the Joint Local Executive Board of the State of California, April 12th, 1939, the membership and shop delegates are herewith instructed that the following rules and regulations governing terms of employment in all firms in Northern California employing members of the said respective Local Unions shall be strictly adhered to. Should differences arise involving interpretation of these rules, the matter should be reported at once to the shop delegate or Union Secretary to bring about proper adjustment of same.

Local Unions Nos. 7, 293, 227 and 229.

WHEREAS, it has become necessary for the stabilization of the industry in Northern California to establish certain working rules and regulations.

NOW THEREFORE, IT IS HEREBY RESOLVED, that from this date forward until March 1st, 1941, the following working rules and regulations will be in effect in all breweries in Northern California:

1. (a) Only members in good standing who are members of Local Union No. 7 of the International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America shall be employed as brewers in the brewing department, malting department and syrup plants, including all basements, platforms and wash-houses used in connection with the operation of the brewing department, malting department and syrup plants and each of them.

(b) Only members in good standing who are members of Bottlers' Local Union No. 293 of the International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America shall be employed as bottlers in the

bottling department at the brewery including all basements, platforms, storage and yards used in connection with the operating of the bottling department in positions where bottlers are now employed or in those branches where employer may require the employment of a steady crew to perform bottlers work.

(c) Only members in good standing who are members of Local Union No. 227 of the International Union of United Brewery, Flour, Cereal and soft Drink Workers of America shall be employed as shipping drivers and helpers, special delivery drivers and helpers, bottle route drivers and helpers, keg beer drivers and helpers.

(d) Only members in good standing who are members of Local Union No. 229 of the International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America shall be employed, wherever now employed in San Francisco and Oakland, as checkers and shipping clerks, in the shipping departments and receiving departments conducted at the brewery premises.

(e) Brewmasters and assistant brewmasters and foremen who perform no manual labor and employees in a managerial capacity of any kind or nature shall not be covered by any term or provision of these rules and may be employed regardless of union membership.

(f) These rules shall cover only employees who perform their services principally within the State of California for the respective breweries.

(g) Provided, however, in those cases in which the International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America permit mixed branches, i. e., branches in which members who normally would belong

to Local Unions Nos. 7, 227, 229 and 293 but are members of a mixed branch of any of said local unions, only members in good standing who are members of such mixed branch of any of said locals shall be employed in the capacities hereinabove set out, and provided further that all unloading and loading of railroad cars on or within two blocks of the brewery premises shall be done by members of one of the aforesaid local unions or branches thereof.

2. All employees shall be obtained and hired through the respective locals and branches thereof to which the employees in said department are required to belong, provided, however, that should said respective locals be unable to provide the necessary employees, then and in that event, said employees may be obtained from any source; provided further, however, that said employees so obtained through other sources shall be required before commencing work to obtain a permit card from the respective locals to which the employees in said department belong.

The employer in those cases where he is required hereunder to employ only members of the respective unions herein before mentioned, except Local No. 293, shall, in all cases involving regular employees as distinguished from employees required for temporary employment, have the right of selection from the list of unemployed union members and card permit men, which shall never be less than ten (10) and shall be furnished by the Secretary of each such local unions to the employer on request. In the event such list shall be less than ten (10), the employer may employ any person he may desire who shall secure a permit card from said Union within forty-eight (48) hours commencing work and said Union shall deliver such permit card to such employee.

3. All employees shall have the right to live and board where they choose.

4. No employee shall be discharged or discriminated against for upholding Union principles, nor may any employee be discriminated against or discharged who engages in any work for and under the instructions of said Local Unions Nos. 7, 227, 229, 293, or any branches of same, or either or all of them, and said employee shall be permitted to take such time as may be necessary to discharge these duties or any of them, provided, however, that said employee shall be paid no compensation whatsoever by the employer for said time devoted to the performance of said duties, or any of them.

5. Sickness shall be no cause for discharge and any employee who shall cease work because of sickness, provided that such sickness does not last longer than six (6) months, and also provided that said employee is capable of performing his usual duties, shall upon recovery be entitled to and receive his former position.

Injuries received through accident in performance of duties shall be no cause for discharge and any employee injured through accident shall be entitled to and receive his former position upon recovery from said accident, irrespective of the period of time which may elapse between his injury and recovery, provided that said employee is capable of performing his usual duties.

6. The employer shall install all legally required safety appliances and first aid materials to insure employees against danger to health, life and limb, and shall furnish a sanitary wash-room, and dressing room with lockers, or the equivalent thereof.

7. Good employer's beer, for consumption on the premises, shall be furnished to the employees free of charge once during the morn-

ing shift, at noon, in the middle of the afternoon shift, and at quitting time.

8. All things being equal, Union-made materials and machinery shall be given preference.

9. Union labels of the International Union of United Brewery, Flour, Cereal and Soft Drink Workers of America shall be supplied to all breweries that comply with all of these rules.

10. Each employee working forty-eight (48) weeks for the same employer after January 1st, 1939, and within any consecutive twenty-four (24) months, shall be entitled at the end of any such forty-eight (48) weeks so worked to one week's vacation with full pay to be taken at a time stipulated by the employer who shall not be required to employ additional help to replace employee on vacation.

11. The employees shall be furnished free of charge the use of a rubber suit and boots for the purpose of cleaning the shops, and equipment.

12. Only one controlling owner, controlling shareholder, or a bona-fide partner shall perform any of the work in any of the departments covered by these rules. Nothing, however, in these rules shall be considered as interfering with the rights of any foreman or supervisor performing work not covered by these rules or to look after machinery or assist at short intervals whenever a man is needed, provided, however, that immediate application is made to the proper Local Union for a man to fill such vacancy and do such work.

13. No employee shall have his wages reduced or his hours of labor increased by reason of the instituting of these rules. Any commission paid is not to be considered wages.

14. All work done in addition to the regular eight (8) hours daily work shall be considered

and paid for as overtime. Overtime must be paid for and shall not be taken out nor balanced by lay-off.

All overtime, Sunday and holiday work shall be paid for at the rate of time and one-half, it being understood that a work day or shift started on a straight pay basis shall be completed as such.

The minimum weekly wages specified herein are for a full week's work as herein provided and it is definitely understood that on days on which no work is performed for any reason an employee shall receive no compensation.

15. Differences that may arise as to the interpretation of these rules shall be referred to a Board of Arbitration consisting of two members of the Union and two representatives of the employer firm; said Board shall meet within two weeks from the time that a demand for arbitration has been made. Should these four fail to agree, they shall together elect a fifth disinterested party, and the decision of the majority of the whole shall be final and binding upon both parties. There shall be no stoppage of work either on the part of the employer or employees pending said settlement of said dispute as hereinabove provided, and provided further, that said work shall continue in the manner in which it had previous to the arising of the dispute and that such work shall be performed or such payments made as had been done or paid previous to the arising of the dispute, it being the considered and deliberate intention of the Union to avoid in so far as possible the stoppage of work.

16. Should any of the plants become inoperative because of fire, earthquake, or other act of God, all provisions contained herein shall apply only to persons employed in actual capacities governed by these rules.

17. There shall be no apprentices or learners in any department, except the brewing, malting and syrup departments.

18. Employees discharged for embezzling employers' money or property shall be dropped from the membership roll of the Union to which they belong, after having had a fair trial by said Union and having been found guilty. Pilfering of cases or inducing bottlers or loaders to give drivers extra bottles shall be regarded as embezzlement and dealt with as above set out. The furnishing of surety bond against embezzlement shall be left to the discretion of the employer, provided, however, that said employer shall be required to pay the premium on said bond, and provided further that said bond shall be in no way construed as affecting said employee's obligation to said employee's Union.

In the event that an employee from whom a surety bond shall be required by the employer cannot provide a Five Hundred Dollar (\$500.00) cash bond or cannot obtain from or qualify with a representative and regularly established surety company doing business in California the requisite surety bond, the employer may at his option refuse to accept such person as an employee.

19. Any literature distributed by any employee of the brewery without the consent of the brewery will give the brewery the right to discharge immediately any such employee, providing said literature is distributed during working hours.

BREWERS

20. Eight consecutive hours, exclusive of an interval of one (1) hour for meals, shall constitute a day's work and five (5) days (respectively forty hours) shall constitute a week's work, with the exception of Saturday when six

and two-thirds ($6 \frac{2}{3}$) consecutive hours shall constitute a day's work. The regular working day shall not commence before seven (7) A. M. and shall not continue after six (6) P. M. All work done before seven (7) A. M. and after six (6) P. M. shall be considered overtime; provided, however, that the night-man or men and the men employed in the brewhouse shall work eight (8) consecutive hours, twenty (20) minutes to be allowed for lunch, but the time at which this work shall commence shall be left to a mutual understanding between the employer and the employee or employees concerned. Night work that falls between the hours of four (4) P. M. and eight (8) A. M. shall be compensated with a one dollar (\$1.00) per week increase in wages. First cellar men and coopers are governed by the same rules relating to working time and pay.

21. One apprentice shall be permitted in each brewery employing not less than five (5) members of Local Union No. 7. In case that the number of men employed shall equal thirty (30) members, then a second apprentice may be employed and with forty (40) members a third one, and one to every additional thirty. Apprentices shall be governed by the rules of the Union and shall be instructed in all branches of the trade for a term of not less than two (2) years. They shall not be permitted to work overtime. They shall not be less than eighteen (18) nor more than twenty-five (25) years of age at the beginning of their terms of apprenticeship. Apprentices must be accepted by the Union as members before starting their apprenticeship.

22. It is agreed that no new or additional apprentices may be employed in brewing department, malt house and syrup department as long as the employees in said department are being laid off in rotation and as long as 5% of the

membership of Local Union No. 7 of San Francisco, permitted to work in said department, are on the out-of-work list.

23. Provided further, however, that sons of brewery and malt house proprietors may be employed as apprentices at any time in breweries, malt and syrup houses controlled by their parents so long as they do not replace a member of Local Union No. 7.

24. The following days shall be considered holidays: The Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

25. The wages paid in all breweries and syrup departments shall not be less than forty-five dollars (\$45.00) per week; the wages paid to apprentices shall not be less than thirty-three dollars and forty-three cents (\$33.43) per week for the first year and two dollars (\$2.00) per week additional for the second year, and the wages shall be paid in full, weekly, in lawful money of the United States of America.

26. Should it become necessary during the dull season to lessen the working force, the men may be laid off in rotation in an impartial manner for not longer than one week at a time and it is expressly understood that there should be no laying off for any fractional part of a day or week. The first men and apprentices are included in this lay-off system. In case brewers are laid off, no cooper shall be permitted to do the brewers' work.

27. The average number of men employed in a brewery during April and May of each year shall be considered the minimum number of men to be employed for the succeeding year, subject to the usual lay-off system, that is to say, the employer has the right to dispense with men during April of each year, and the number of men to be employed during the succeeding

year must not be less than the average number employed during April and May. Should such a reduction be contemplated, strict seniority rights shall prevail and the apprentices' seniority shall start from the time of their acceptance as journeymen. A brewery also has the right to employ extra Union workmen during the months of July, August and September.

28. No man shall be forced to pile full half barrels two high.

BOTTLERS

29. Eight (8) consecutive hours, exclusive of an interval of one (1) hour for meals, shall constitute a day's work and forty (40) hours shall constitute a week's work. The regular working day for the day crew shall not commence before seven (7) A. M. and shall not continue after six (6) P. M. If two crews are employed on the one unit of machinery the regular working day of the night crew shall be eight (8) hours and shall commence at the conclusion of the working day of the day crew, providing that no overtime is worked. It shall be optional, however, to arrange the hours of the night crew to the mutual satisfaction of the employer and employee. The regular work week shall commence on Monday and shall end on Friday at the conclusion of the regular day's work. Where it is required that men work on Saturdays such men shall work six (6) hours and forty (40) minutes and all time worked in excess of same shall be paid for at the regular overtime rate. All plants shall be permitted to work overtime whether operating steadily or not. Proprietors or foremen shall have the right of determining the number of men required to work such overtime and all overtime shall be equally divided among the members of the shop.

30. The firms will operate all available lines

of bottling machinery during the day shifts before the establishment of night shifts, providing, however, that where certain lines are incapable of filling particular types of bottles or containers or where because of superannuated equipment a material divergency of production would result, this provision shall not apply.

31. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Admission Day of the State of California, Thanksgiving Day and Christmas Day.

32. The scale of wages shall not be less than forty-one dollars (\$41.00) per week. Wages to be paid in full, weekly, in lawful money of the United States of America.

Compensation of one dollar (\$1.00) per week extra shall be paid to employees engaged in night work.

33. Should dullness of trade necessitate a lay-off, the employees shall be laid off in an impartial manner in rotation not less than one day at a time nor more than one day per week, except in case of a breakdown. If a breakdown occurs in the forenoon, the men shall work the morning out; if a breakdown occurs in the afternoon, the men shall work the day out. Should the reduction of the working force become necessary to comply with the provisions of this section as to the minimum crew and time work, the first man hired shall be the last man to be laid off; further, if help is again called, the last man or men in point of service, who were laid off, shall be the first to be re-hired. The employer has the right to increase or reduce the force should business necessitate. All employees shall receive equal chances at any spare work performed on days that the shop is not bottling. However, it is permissible to rotate the men irregularly in cases where special work is done for which certain men are more adaptable.

34. The loading of and unloading of cars of beer and bottle house supplies and all work performed on same shall be considered bottlers' work, provided such car is located on bottle house premises. Loose bottles in carload lots shall be crated and handled by union bottlers, provided that such car is spotted within two blocks of the bottle house.

SHIPPING DRIVERS AND HELPERS

35. Eight (8) consecutive hours, exclusive of an interval of one (1) hour for meals, shall constitute a day's work and forty (40) hours shall constitute a week's work, and should the fifth (5th) day be worked on Saturday, Saturday's time for eight (8) hours will be worked at straight time only. Shipping drivers and helpers shall not commence before seven (7) A. M. or not later than eight (8) A. M.

Overtime of shipping drivers and helpers shall be paid for and not be balanced by lay-off.

KEG DRIVERS AND SPECIAL DRIVERS AND HELPERS

36. Forty-four (44) hours shall constitute a week's work for Keg Drivers and Special Drivers and Helpers, same to be terminated at twelve o'clock Saturday noon; Saturday afternoon shall be considered a holiday and work performed during that afternoon will be paid for at rate of time and one-half.

Overtime of Keg Drivers, Special Drivers and Helpers shall be paid for and not be balanced by lay-off.

Starting time for Keg Drivers and Special Drivers and Helpers shall not commence before seven (7) A. M. or not later than eight (8) A. M. An employer firm shall have the right to commence one Special Delivery Driver at nine (9) A. M.

BOTTLE ROUTE DRIVERS AND HELPERS

37. Forty-four (44) hours shall constitute a week's work for Bottle Route Drivers and Helpers, same to be terminated at twelve o'clock Saturday noon and should overtime be made on the first five (5) days, it shall be paid at the rate of time and one-half. Should Saturday be worked all day, it will be optional with employer to work eight (8) hours on Saturday if necessary, such eight (8) hours will be paid at straight time at one dollar (\$1.00) per hour.

In winter months where it becomes necessary for some of the firms to work five (5) days per week beginning from October 1st to April 1st, the work week is to be not less than forty (40) hours. Starting time for Bottle Route Drivers and Helpers shall not commence before seven (7) A. M. or not later than eight (8) A. M. Overtime of Bottle Route Drivers and Helpers shall be paid for and not be balanced by lay-off.

38. On Labor Day, Keg Beer Drivers and Shipping Drivers and Special Delivery Drivers and Helpers will be allowed to deliver keg beer only for three and one-half (3 1/2) hours, commencing at six (6) A. M. and discontinuing at nine-thirty (9:30) A. M., and shall be paid at the rate of time and one-half.

39. The minimum scale of wages shall not be less than forty-four dollars (\$44.00) per week for Keg Beer Drivers, Bottle Beer Drivers and Shipping Drivers and Special Drivers and forty-two dollars (\$42.00) per week for Helpers on Keg Beer trucks, Bottle Beer trucks and Shipping trucks—wages to be paid in full, weekly, in lawful money of the United States of America.

40. The following shall be considered holi-

days: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Admission Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day.

41. All trucks directly operated by the breweries for transportation of malt beverages or containers shall be operated by Local Union No. 227.

Transportation truck or trucks forced to stay overnight in any town, the employer brewery shall pay for the driver's room and board for the night of the layover.

42. The washing of trucks operated by the employer brewery if done on the premises shall be done by members of Local No. 227. The wages shall be forty-two dollars (\$42.00) per week and forty-four (44) hours shall constitute a week's work.

43. Drivers, upon authorization, having left beer on credit shall receive receipt for same and this being given to his employer shall be considered sufficient sanction for the same and he shall not be held responsible for payment thereafter.

44. The loading and unloading of trucks driven by an employee of a brewery from platform or space mutually agreed upon as such shall be considered driver's work.

45. Beer Drivers and Helpers may be laid off not less than one (1) week nor more than one (1) week at a time, impartially and in rotation. Bottle Beer Drivers and Helpers shall not be required to do any shipping after serving their routes but may do so by mutual agreement.

46. Extra Shipping Drivers and Helpers shall be furnished by the Union for the purpose of getting out rush orders. Such extra help can be dispensed with when the work for which they have been engaged is finished. Extra drivers or

regular drivers and helpers who have been temporarily laid off shall not be called into service for a fractional part of a day unless they be given a full day's pay for the same. If a rush order or an unavoidable accumulation of empties require more shipping facilities than a brewery or bottling establishment has vehicles to handle, then in that case draying firms may be employed to complete such work.

47. Men shall report for work clean and presentably dressed, ready to meet the public or pass public inspection.

SHIPPING CLERKS

48. Eight consecutive hours, exclusive of an interval of one (1) hour for meals shall constitute a regular day's work and forty (40) hours shall constitute a week's work. The regular day on the first shift shall not commence before seven (7) A. M. and shall not continue after six (6) P. M. A second shift may be employed at the discretion of the employer, the starting time to be determined by the necessity of business, but any work performed after eight consecutive hours of work shall be considered and paid for as overtime. The employer shall have the right to determine the number of men to work overtime and all overtime shall be divided equally among the men. However, it is permissible to rotate the men irregularly in cases where special work is to be done for which certain men are more adaptable. All time over the regular time described above shall be considered and paid for as overtime and time off shall not be accepted as a substitute.

49. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Admission Day of the State of California Thanksgiving Day and Christmas Day. Work

done on any of the above days shall be considered and paid for as overtime.

50. The scale of wages, which shall be paid in full, weekly, in lawful money of the United States of America, shall be as follows:

(a) For receiving and shipping clerks (known as senior clerks) having an experience as such for at least six (6) months in Oakland or San Francisco breweries, not less than thirty-eight dollars (\$38.00) per week.

(b) For receiving and shipping clerks (known as junior clerks) having an experience as such for less than six (6) months in Oakland or San Francisco breweries, not less than thirty-two dollars (\$32.00) per week.

51. Should dullness of trade necessitate a lay-off, the employees shall be laid off in an impartial way, in rotation not less than a day at a time and not more than a week at any time.

52. Should permanent reductions in the working force become necessary, the employees shall be laid off impartially according to seniority.

WITNESS our hands and seals this 12th day of April, 1939.

JOINT LOCAL EXECUTIVE,
BOARD OF CALIFORNIA,

(Seal)

By MARTIN CHRISTEN, Sec.

(Seal)

By WM. H. AHERN,
Secretary Local 293.

(Seal)

By MARTIN CHRISTEN,
Secretary Local 227,

(Seal)

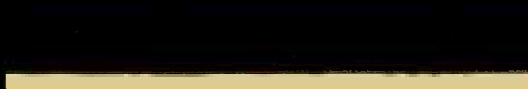
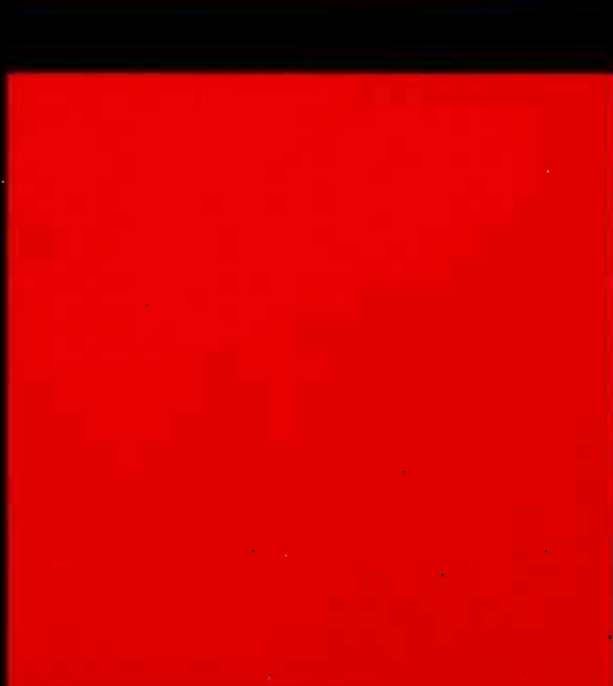
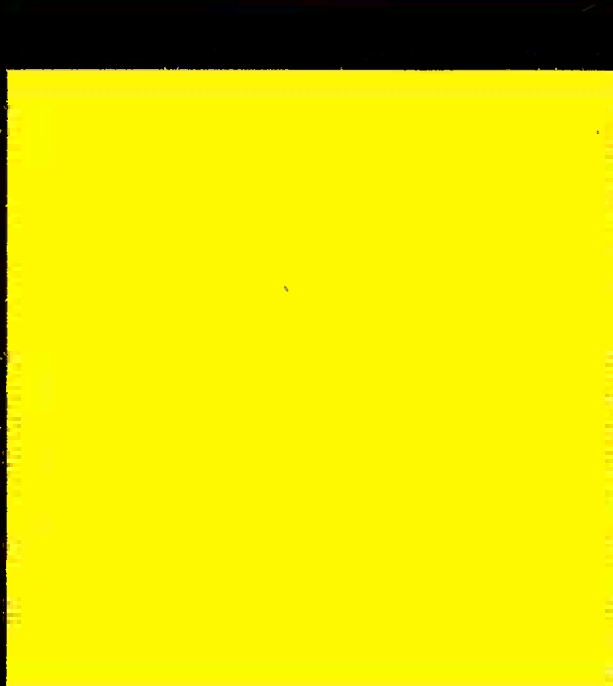
By HENRY JENICHEN,
Secretary Local 7,

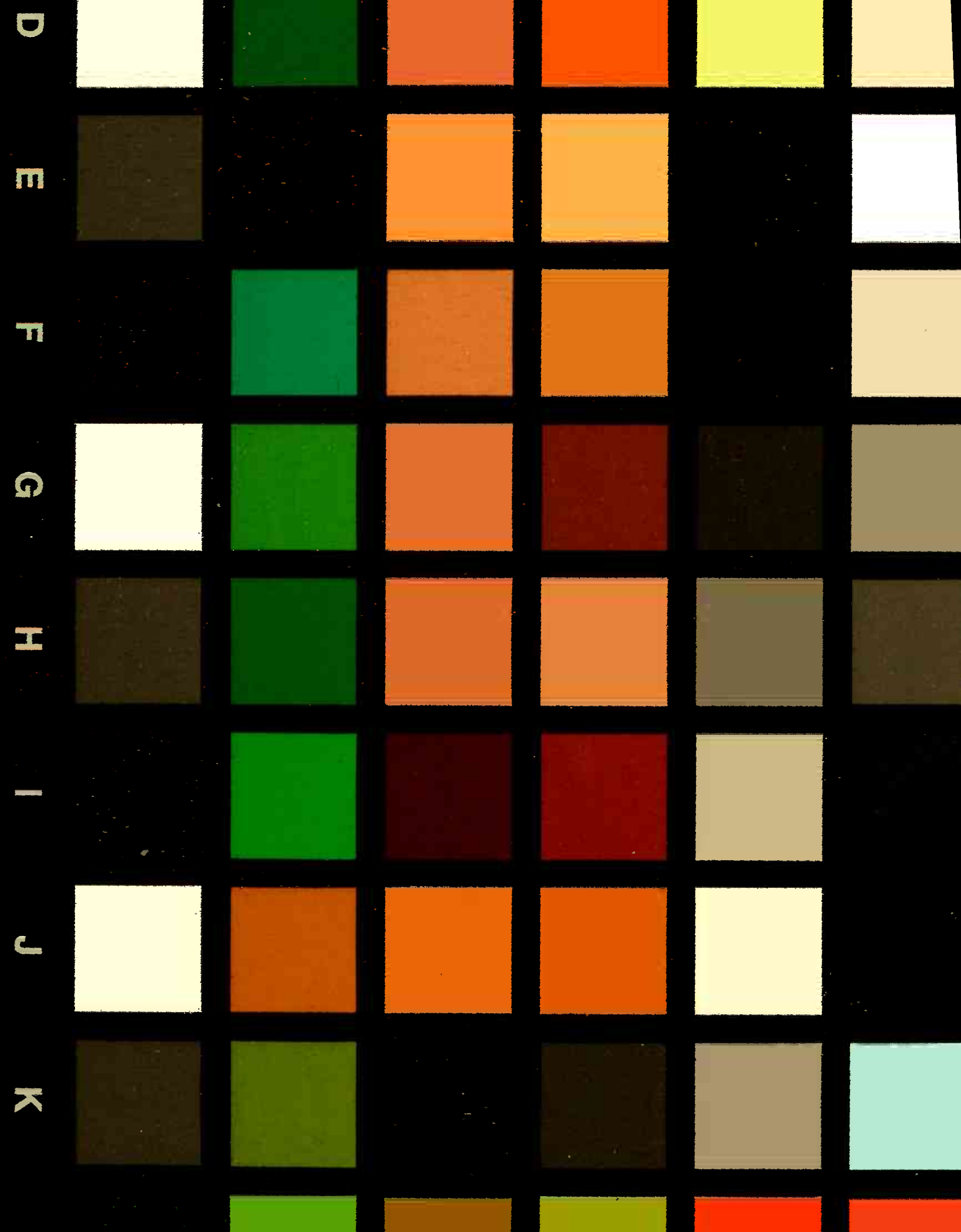
(Seal)

By MATT O'BRIEN,
Secretary Local 229.









D

E

F

G

H

I

J

K

